

Kenneth C. Jones
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June 10, 2016

Via Overnight Delivery

RECORDATION NO. 32225 FILED

JUN 13 2016 -3:43 PM

SURFACE TRANSPORTATION BOARD

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two copies of a Full Service Railcar Equipment Lease with Riders with the initial date of November 1, 2005, a primary document as defined in the Board's Rules for Recordation of Documents.

The names and addresses of the parties to the enclosed documents are:

Lessor: CB Investments II, LLC
6600 College Boulevard, Suite 125
Overland Park, KS 66211

Lessee: Rail Logistics, LC
6600 College Boulevard, Suite 125
Overland Park, KS 66211

A description of the railroad equipment covered by the enclosed document is as follows:

NRDX095102	NRDX095111	NRDX095123
NRDX095103	NRDX095112	NRDX095124
NRDX095104	NRDX095114	NRDX095125
NRDX095105	NRDX095115	NRDX095126
NRDX095106	NRDX095116	NRDX195127
NRDX095107	NRDX095117	NRDX195128
NRDX095108	NRDX095118	NRDX 095130
NRDX095109	NRDX095119	
NRDX095110	NRDX095121	

LEWIS RICE

June 10, 2016

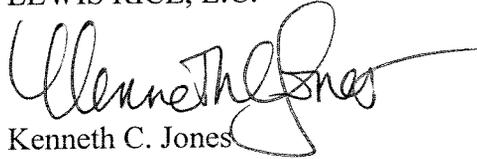
Page 2

Also enclosed is a check in the amount of \$43 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,

LEWIS RICE, L.C.

A handwritten signature in black ink, appearing to read "Kenneth C. Jones", with a long horizontal flourish extending to the right.

Kenneth C. Jones

CERTIFICATION

I, Kenneth C. Jones, an attorney licensed to practice in the States of Kansas and Missouri, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated June 10, 2016



Kenneth C. Jones

JUN 13 2016 -3:43 PM

SURFACE TRANSPORTATION BOARD

FULL SERVICE
RAILCAR EQUIPMENT LEASE

#05-1166F

By and Between

CB INVESTMENTS II, LLC and

RAIL LOGISTICS, LC

Dated as of November 1, 2005

ADDRESS OF LESSEE:

RAIL LOGISTICS, LC
6600 College Boulevard, Suite 310
Overland Park, Kansas 66211
Phone.: (913) 491-0050
Fax.: (913) 491-0054

ADDRESS OF LESSOR:

CB INVESTMENTS II, LLC
6600 College Boulevard, Suite 125
Overland Park, Kansas 66211
Attention: Frank Loeffler
Phone: 913-647-1006
Fax: 913-647-1007
EMail: frank@buestarbenefits.com

THIS FULL SERVICE RAILCAR EQUIPMENT LEASE (this "Lease") is entered into as of this 1st day of November, 2005 by and between CB INVESTMENTS II, LLC, a Missouri limited liability company (hereinafter referred to as "Lessor"), and RAIL LOGISTICS, LC, ("Lessee") a Kansas limited liability company.

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee all of the items of equipment specified on the riders attached hereto and such additional riders as may be added from time to time by agreement of the parties (hereinafter collectively referred to as the "Cars" and singularly referred to the "Car") on the terms and conditions stated herein and therein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Lease of Cars. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Cars designated in the applicable riders hereto (each rider to be substantially in the form of Exhibit A attached hereto), to have and to hold the same unto Lessee for the period commencing on the Commencement Date designated in the applicable rider hereto and ending on the Termination Date designated in the applicable rider hereto. The period of time commencing on the Commencement Date and ending on the Termination Date shall sometimes hereinafter be referred to as the "Term." Prior to the lease of any Car by Lessor to Lessee under this Lease, the parties will have executed and delivered this Lease, the applicable rider hereto and a Memorandum of Lease in form suitable for filing with the Surface Transportation Board ("STB"), and Lessee shall have also delivered to Lessor the insurance certificates (as described in Section 11 hereof) and the Certificate of Acceptance (as described in Section 3 hereof).

2. Rent. Lessee agrees to pay to Lessor, monthly in advance on the first day of each calendar month, at its offices set forth above or to such other persons or at such other places as Lessor may direct from time to time by written notice to Lessee, in immediately available funds the amount of rent specified in the applicable rider hereto (the "Base Rent") during the Term of this Lease with respect to the Cars designated in the applicable rider hereto (prorated for any period during the Term which is less than a full calendar month). Lessee's obligation to pay Base Rent shall continue until the Cars have been returned to the possession of Lessor pursuant to and in the condition required by Section 16 hereof. Lessee shall also pay, as additional rent, all such other sums of money as shall become due and payable by Lessee to Lessor under this Lease (the Base Rent and any additional rent due hereunder are sometimes hereinafter referred to as "Gross Rent"). All past due installments of Gross Rent shall bear interest from the date due until paid at the rate of prime plus one percent (1%) per annum during the period of delinquency, but in no event greater than the maximum rate permitted by applicable law (the "Overdue Rate"). For purposes of this Lease, the prime rate shall refer to the rate of interest which The Northern Trust Company, Chicago, Illinois determines from time to time to be its prime rate (which prime rate does not purport to be the most favorable rate offered to its borrowers by The Northern Trust Company).

All payments of Gross Rent due and payable under this Lease shall be made without demand and, Lessee shall not be entitled to an abatement of Gross Rent, or setoff against or recoupment or reduction of Gross Rent including, but not limited to, abatements, setoffs,

reductions or recouplements due or alleged to be due by reason of any past, present or future claims or counterclaims of Lessee against Lessor under this Lease. Lessee's obligations hereunder, including its obligations to pay all Gross Rent and other amounts hereunder, shall be absolute and unconditional under any and all circumstances, and this Lease shall not terminate, nor shall the respective obligations of Lessor or Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Cars from whatsoever cause, any liens, encumbrances or other restriction against Lessee's use of all or any of the Cars, the interference with such use by any person, the invalidity or unenforceability or lack of due authorization of this Lease, any insolvency of or any bankruptcy, reorganization or similar proceeding against Lessee, or for any other cause whether similar or dissimilar to the foregoing, it being the intention of the parties hereto that the rents and other amounts payable by Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

Provided no Event of Default hereunder has occurred and is continuing, Lessee will have the quiet possession and use of the Cars leased pursuant to the applicable rider throughout the applicable Term, and Lessor shall defend and protect such quiet possession and use against all persons claiming by, through or under Lessor.

3. Delivery and Acceptance of Cars. Lessor, at its expense, will cause each Car to be tendered to Lessee at the location designated in the applicable rider hereto. Prior to such delivery, the Cars shall be available for inspection by Lessee. Lessee shall cause its authorized inspectors or representatives to inspect the Cars within five (5) days of Lessor's delivery of each Car to Lessee and, if such Cars are found to be in acceptable condition, Lessee shall accept delivery of such Cars (or so many of such Cars as are in acceptable condition) and to execute and deliver to Lessor a certificate of acceptance substantially in the form of Exhibit B hereto signed by a responsible officer of Lessee acknowledging the delivery of the Cars by Lessor, the conformance of such Cars to the requirements of the Interchange Rules of the Association of American Railroads ("AAR") and the acceptance of the Cars by Lessee, whereupon such Cars shall be deemed to have been delivered to and accepted by Lessee under this Lease and shall be subject thereafter to all of the terms and conditions of this Lease, and such Lessee's certificate shall be absolutely binding upon Lessee. If any Car is deemed by Lessee to be unacceptable or not to be in good operating order and repair, Lessee shall so notify Lessor in a writing that specifies the nature of the defect in the Car, and Lessor at its option may either (i) repair such Car, and immediately upon completion of such repairs the Car shall be subject to all of the terms and conditions of this Lease; (ii) substitute a piece of equipment that is substantially similar to the defective Car, provided, however, that such substituted equipment must be reasonably acceptable to Lessee, in which case such substituted equipment shall be a "Car" and shall immediately be subject to the terms and provisions of this Lease; or (iii) delete the defective Car from the applicable rider, in which case the Car so deleted shall not be subject to the terms and provisions of this Lease. If Lessee has not rejected any Car within five (5) days of Lessor's delivery of the Cars to Lessee, or if Lessee uses any Car prior to delivering a certificate of acceptance with respect thereto, at the earlier to occur of five (5) days after delivery or on the date such Car is used by Lessee, such Car or Cars shall be conclusively deemed to be accepted by Lessee and to conform in all respects with the standards of condition and repair set forth in this Lease.

Prior to delivery of the first Car to Lessee, Lessee shall have delivered its opinion of counsel, or any document mutually acceptable to the parties, to Lessor, in form and substance reasonably satisfactory to Lessor that (i) Lessee is a corporation duly organized, legally existing and in good standing under the laws of the State of Delaware, (ii) the Lease has been duly authorized by all necessary corporate action on the part of the Lessee and has been duly executed and delivered by the Lessee, and (iii) assuming the due authorization, execution and delivery of the Lease by the Lessor, the Lease is a legal and valid instrument binding upon and enforceable against the Lessee in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

4. Maintenance and Repairs. Lessee, at its sole expense, shall (i) keep and maintain the Cars leased hereunder in the same condition as when received, ordinary wear and tear excepted, and in good and fully serviceable condition, suitable for normal revenue service and unrestricted interchange, in compliance with the standards then in effect under all applicable laws, rules and regulations of the Federal Railroad Administration ("FRA"), AAR (including its Interchange Rules), and any and all other organizations or their successors with authority or jurisdiction over the operation of railcars in the geographic areas in which, or through which, the Cars operate or travel, (ii) keep the Cars free from any and all liens and claims other than liens imposed upon Lessor which liens shall be the responsibility of Lessor; (iii) as provided in this Lease and the applicable rider, install parts on, and make all necessary repairs and replacements of components of the Cars, and (iv) provide all labor, materials, lubricants, parts and other supplies or items consumed by or required in connection with the use of the Cars. Notwithstanding the foregoing, Lessor's obligations to pay for certain repairs and maintenance items to the Cars are set forth in the applicable rider hereto. All other repairs shall be for Lessee's account. Lessee shall promptly notify Lessor upon receipt by Lessee of knowledge that any of the Cars have been classified as "heavy bad order" or an equivalent classification, and of any substantial damage to any of the Cars.

Any and all additions to a Car (other than those which are readily removable without damage to the Car which shall remain the property of Lessee), and any and all parts installed on or replacements of components made to any Car shall be considered accessions to such Car and, without cost or expense to Lessor, there shall immediately be vested in Lessor the same interest in such accessions as the interest of Lessor in such Car. Lessee may make alterations or modifications in any Car so long as it does not affect the value of such Car adversely. If, in Lessor's reasonable opinion, it determines that any such alteration or modification made by Lessee (the "Modification") adversely affected the value of such Car, then prior to Lessee's return of such Car to Lessor, Lessee shall, at its sole cost and expense, take such action as is necessary to remove the Modification and to put the Car into the same condition as if the Modification had never been made.

5. Warranties. Lessor's obligations with respect to the Cars are expressly limited to those set forth in this Agreement, and LESSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CAR LEASED

HEREUNDER. Lessee shall be solely responsible for determining that the specifications and design of any Car are appropriate for the commodities loaded therein.

6. Use of the Cars. Lessee agrees (i) to use the Cars exclusively in its own service, except as part of normal interchange service or as expressly provided in Section 21(d) hereof; (ii) to use the Cars only to carry commodities as specified in the applicable rider; (iii) to use and maintain the Cars predominantly in the United States; and (iv) to comply in all respects with all laws of the jurisdictions in which operations involving a Car subject to this Lease may extend, with the Interchange Rules and the Codes of Car Hire and Car Service Rules of the AAR, if applicable, and with all rules and regulations of any other governmental body exercising any power or jurisdiction over any such Car. Lessee shall and does hereby indemnify and hold harmless Lessor, on an after-tax basis, from and against any and all liability and damages that may arise from any violation of this Section 6, or of any such laws, rules or regulations by Lessee, its agents or employees. In the event that such laws, rules or regulations require any alteration, change, modification or enhancement of any nature whatsoever to the Cars or any Car Lessee shall notify Lessor thereof, and at Lessor's option, the Cars shall be modified to comply with such laws, rules and regulations or Lessor shall direct Lessee to immediately arrange for the return of the Cars to Lessor and Lessor shall promptly substitute cars of like number, kind, age and condition and such substituted cars shall become subject to this Lease and the applicable rider upon acceptance thereof by Lessee. Lessee agrees that, without the prior written consent of Lessor, neither it nor any of its sublessees, assignees or transferees will designate any of the Cars leased hereunder as "market rate cars" pursuant to the deprecation rules of the STB (49 CFR §1033.1).

7. Filings; Markings. Lessee agrees to timely provide all data and other information reasonably requested by Lessor in connection with any reports or other submissions required or requested of Lessor to file with any federal, state or other regulatory authority by reason of the ownership by Lessor of the Cars, the security title of Lessor to the Cars or the leasing of the Cars to Lessee. Upon the request of Lessor, Lessee will execute a Memorandum of this Lease in form appropriate for filing with the STB pursuant to 49 U.S.C. §11301 or any other governmental department or agency or non-governmental organization, and a Memorandum of Lease with respect to each subsequent rider hereto. Lessor, at its discretion, and at Lessee's expense, may file and record this Lease and/or any such Memorandum of Lease with the STB or other appropriate department or organization.

Lessee will cause each Car to be kept numbered with its identifying number as set forth in the applicable rider and all other markings and stenciling required by the Interchange Rules and the Codes of Car Hire and Car Service Rules of the AAR, as the same may be amended from time to time, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Car, in letters not less than one inch in height, the following words: "Ownership subject to documents filed with the STB," or other appropriate words designated by Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law or reasonably requested in order to protect the title of Lessor to the Cars and the rights of Lessor under this Lease. Lessee will not place any of the Cars in operation or exercise any control or dominion over the same until such words have been so marked on both sides thereof and will replace promptly any such words which may be removed, defaced or destroyed. Lessee will not change, or permit to be changed, the number on any Car, except in accordance

with a statement of new numbers to be submitted therefore which previously shall have been filed with Lessor by Lessee and filed, recorded or deposited in all public offices where this Lease or any Memorandum hereof will have been filed, recorded or deposited. For all purposes of this Lease, "markings" of a Car shall include any required replacement of the automatic equipment identification transporter tag for such Car.

Each Car may be lettered in an appropriate manner for convenience of identification of the interests of Lessee therein. Except as above provided, Lessee will not allow the name of any person, association or corporation to be placed on any of the Cars as a designation which might be interpreted as a claim of ownership thereof.

8. Taxes and Other Assessments. Lessor shall pay all ad valorem taxes (and shall file the associated returns) imposed upon or in connection with Lessor's ownership of the Cars, and Lessee shall promptly reimburse Lessor for all such tax payments upon Lessor's request therefore. Lessee shall prepare and timely file all tax reports other than those specified above and shall timely pay in a timely manner and indemnify and hold Lessor harmless from any and all other taxes, including penalties and interest thereon, levied or imposed upon, or with respect to the Cars or this Lease.

Lessee may not use, sublease or permit the use of the Cars in any matter so as to cause all or any portion of any item of income, deduction, credit or loss arising from this Lease or Lessor's ownership of the cars to be withheld or designated as foreign source income (or loss) under the Internal Revenue Code of 1986, as amended, and Lessee shall pay to Lessor an amount (calculated on an after-tax basis assuming such payment is subject to tax at the highest marginal federal and Kansas State and Overland Park, Kansas City tax rates, if any) equal to the damage incurred by Lessor as a consequence of such non-permitted use, and Lessee agrees to indemnify and hold Lessor harmless therefor.

This Lease and the riders hereto shall be treated as a lease for U.S. Federal income tax purposes.

9. Indemnification. Except as otherwise provided in this Lease, Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor, its employees, agents, successors, assigns and affiliates from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature, arising out of any breach of this Lease by Lessee, or arising out of Lessee's possession, use, condition, operation, selection, leasing, or return of the Cars or any Car, regardless of where, how and by whom operated other than those arising from the negligence or willful misconduct of Lessor. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Nothing contained in this Lease shall authorize Lessee or any other person to operate any of the Cars so as to incur or impose any liability or obligation for or on behalf of Lessor.

Lessor's obligation, if any, to pay for commodities loaded or shipped in the Cars is set forth in the applicable rider hereto. Lessee agrees to assume responsibility for, to indemnify

Lessor against, and to hold Lessor harmless from, any claim in respect of loss or damage and to assume responsibility for any damage caused to any Car by such commodities.

10. Lessor's Performance of Lessee's Obligations. If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Cars, Lessor shall have the option, but not the obligation, to perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Cars and Lessor's title thereto, including payments for satisfaction of liens, repairs, levies and insurance. All sums so paid or incurred by Lessor, and any reasonable legal and accounting fees incurred by Lessor in connection therewith, shall be additional rent under this Lease payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee, and Lessee shall continue to be liable for any such performance or payment by Lessor notwithstanding the expiration or earlier termination of this Lease.

11. Insurance. Lessee will at all times prior to the return of all Cars to Lessor, including during any storage period provided for in Sections 15 and 16, as part of an insurance program including appropriate risk retention and self-insurance, and at its own expense, cause to be carried and maintained casualty insurance and public liability insurance in respect of the Cars in amounts and against such risks as are customarily insured against by Lessee in respect of similar equipment owned or leased by it; provided that (a) Lessee shall maintain public liability limits of \$5 million dollars unless greater limits are carried by Lessee, which shall then become the required minimum limit under this Lease, (b) Lessee shall maintain casualty insurance in an amount at least equal to the casualty value of the Cars as set forth in the Casualty Value Schedule, appended to the applicable rider, and (c) with respect to any self-insurance programs, Lessor reserves the right to accept or reject any such self-insurance (including the self-insurance retention level). All policies with respect to such insurance shall name Lessor as an additional named insured and loss payee, shall provide for at least 30 days' prior written notice by the insurance carrier to Lessor in the event of cancellation, expiration or amendment (and Lessee shall provide 30 days' prior written notice to Lessor in any such event), and shall include waivers by the insurer of all claims for premiums against Lessor and shall provide that in the event of any loss payment under any policy, the insurer shall waive any rights of subrogation against the insured party and Lessor and shall waive any setoff or counterclaim or any other deduction whether by attachment or otherwise. Each such insurance policy shall provide that all of the provisions thereof except the limits of liability (which shall be applicable to all insureds as a group) and liability for premiums (which shall be solely a liability of Lessee) shall operate in the same manner as if they were a separate policy covering each insured and shall be primary without right of contribution from any insurance carried by Lessor. Lessee shall, at its own expense, make all proofs of loss and take all other steps necessary to collect the proceeds of such insurance. Lessee shall, prior to execution by Lessor of this Lease and, thereafter, not later than January 5 of each year furnish to Lessor a certificate of an independent insurance broker acceptable to Lessor evidencing the maintenance of the insurance required hereunder. Lessee shall furnish to Lessor certificates evidencing renewal of such policy or policies not later than 15 days after the expiration date of such policy or policies. Lessee shall furnish to Lessor prompt telephonic notice (promptly confirmed in writing) of any material adverse change in Lessee's insurance program. In the event that Lessee shall fail to maintain insurance as herein provided, and has failed to obtain separate policies reasonably satisfactory to Lessor, Lessor may at its

option provide such insurance (giving Lessee at least 5 days' prior written notice thereof) and, in such event, Lessee shall, upon demand from time to time, reimburse Lessor for the cost thereof together with interest on the amount of such cost from the date of payment thereof at the Overdue Rate as defined in Section 2 hereof. Lessee shall, at its own expense, make all proofs of loss and take all other steps necessary to collect the proceeds of such insurance. Lessor shall have the right to carry insurance on the Cars for its own benefit.

12. Risk of Loss. Lessee assumes all risk of loss, damage, theft, or destruction of the Cars. No such loss, damage, theft, condemnation or destruction of the Cars, or any Car, in whole or in part, shall impair the obligations of Lessee under this Lease, all of which shall continue in full force and effect. In the event that any of the Cars, or the fittings, appliances, removable parts or appurtenances thereto, shall be damaged, lost, removed, stolen or destroyed (i) as a result of the acts or omissions of Lessee, its employees, agents, sublessees or customers, (ii) by any commodity or other material loaded therein or thereon, (iii) while on any private siding or track of any private or industrial railroad, (iv) while in the custody of any individual or entity not subject to the AAR Rules for Interchange, or (v) where the responsible party or the cause cannot be identified, Lessee, at its own expense, shall pay directly for, or reimburse Lessor for, in either case in a timely manner, all costs associated with repairs or replacements arising from such damage, loss, removal, theft or destruction. Whenever any Car shall be or become worn out, lost, stolen, destroyed or damaged, from ordinary use, neglect, abuse, fire, the elements or any other cause whatsoever, or shall be taken or requisitioned by or otherwise (such occurrences being hereinafter called "Casualty Occurrences") during the Term of this Lease, Lessee shall, promptly after it shall have been determined that such Car has suffered a Casualty Occurrence, but in any event within thirty (30) days after such Casualty Occurrence or within such shorter times as may be required by any applicable rules or regulations of the AAR, notify Lessor in writing of such Casualty Occurrence. In the event any of the Cars suffer a Casualty Occurrence, Lessee shall pay to Lessor, on or before the rent payment date next following the date of such Casualty Occurrence, an amount equal to all Gross Rent relating to such Car which has accrued to the date of payment plus the remainder of (x) the appropriate amount set forth as the casualty loss schedule included in the applicable rider (such amount being referred to as the "Casualty Value") less (y) the amount of the recovery, if any, from or through Lessee actually received by Lessor from Lessee's insurance or otherwise for such Casualty Occurrence (other than any recovery received by Lessor from insurance maintained by Lessor which shall belong solely to Lessor), in which case such Cars shall thereafter be deleted from this Lease and Lessee shall have no further obligation to pay rent as to such Cars for any subsequent periods or to return such Cars at the end of the Term therefor.

13. Reports. Lessor shall have the right, but not the obligation, by its authorized representative upon proper notice to Lessee, and in such a manner as not to disrupt or interfere with the safe operation of Lessee's business, to inspect at its risk the Cars and the records of Lessee with respect thereto. If requested by Lessor, Lessee agrees to provide to Lessor in a timely manner annual financial statements audited by a firm of independent certified public accountants (or unaudited statements if audited statements are not prepared), and quarterly financial statements (balance sheet and operating statement) certified by the Treasurer of Lessee, with supporting detail and documentation to such statements as Lessor may request from time to time, and such other reports and information concerning the Cars or this Lease as Lessor may, from time to time, reasonably request.

14. Lessee Default. Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (hereinafter referred to as "Events of Default") during the term of this Lease:

a. If Lessee fails to pay any sum required to be paid under this Lease on or before the due date and such failure continues for a period of ten (10) days after written notice thereof;

b. If Lessee fails at any time to procure or maintain any insurance coverage required by this Lease;

c. If Lessee fails to observe or perform any of the covenants, conditions and agreements on the part of Lessee to be observed or performed and contained herein (other than the payment of any sums required to be paid hereunder and other than the obligation to procure and maintain any insurance coverage required by this Lease), and such default shall continue for thirty (30) days after receipt by Lessee of written notice of such default;

d. If a petition in bankruptcy or for reorganization or for a trustee or receiver is filed by or against Lessee and all of the obligations of Lessee under this Lease shall not have been duly assumed by the Trustee or receiver appointed, if any, in such proceeding or otherwise given the same status as obligations assumed by the Trustee or receiver within thirty (30) days after the appointment, if any, or sixty (60) days after such proceedings shall have been commenced;

e. If Lessee shall make or permit any unauthorized assignment or transfer of this Lease, the Cars or any interest therein; or

f. If any representation or warranty of Lessee contained in this Lease shall prove to be untrue or incorrect and the interests of Lessor are adversely and materially affected thereby.

15. Lessor's Remedies.

a. Upon the occurrence of any one or more of the Events of Default specified in Section 14 above, and at any time thereafter (unless such Event of Default shall have been waived in writing by Lessor), Lessor may without any further notice exercise any one or more of the following remedies:

i) Terminate this Lease as to any or all Cars without relieving Lessee of any of its obligations hereunder;

ii) Cause Lessee, at its sole expense, to promptly return the Cars to Lessor in accordance with the terms and provisions of Section 16 hereof, provided, however, that Lessee's obligation to store the Cars at its expense and risk shall continue until such Cars have been sold, re-leased or otherwise disposed of by Lessor;

iii) Use, hold, sell, lease or otherwise dispose of the Cars or any Car on the premises of Lessee or any other location without affecting the obligations of Lessee as provided in this Lease;

iv) Sell or lease the Cars or any Car at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee;

v) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

vi) Exercise any other right accruing to Lessor under any applicable law or in equity.

b. If any Car is sold, leased or otherwise disposed of pursuant to this Section 15, Lessee shall be liable to Lessor for and Lessor may recover from Lessee, as damages for the breach of this Lease, and not as a penalty, the amount by which the proceeds of such lease, sale, or other disposition is less than the sum of: (i) all due, unpaid and accrued Gross Rent for such Car as of the date of the Event of Default; (ii) the Casualty Value of such Car set forth on the Schedule attached to the applicable rider; (iii) an amount equal to accrued assessments and other amounts payable hereunder by Lessee with respect to such Car; and (iv) all costs, expenses, losses and damages incurred or sustained by Lessor by reason of such default including, without limitation, , reasonable attorneys' fees and appraisal fees. If, on the date of termination or repossession pursuant to this Section 15, any Car is damaged, lost, stolen or destroyed, or subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency, Lessee shall remain liable for the damages set forth in this Section 15(b), less the amount of the recovery, if any, actually received by Lessor from Lessee's insurance or otherwise from or through Lessee in connection therewith.

c. No right or remedy conferred on or reserved to Lessor by this Lease shall be exclusive of any other right or remedy herein or by law provided. All rights and remedies of Lessor conferred on Lessor by this Lease or by law shall be cumulative and in addition to every other right and remedy available to Lessor. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof unless specifically waived by Lessor in writing; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

d. In the event that Lessor shall bring any action, proceeding, or suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such action, proceeding or suit Lessor may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment. In the event that Lessor has incurred any expenses and attorney's fees in the enforcement of any of its rights hereunder without having

brought any action, proceeding or suit to so enforce any such right, then Lessor may recover from Lessee any reasonable expenses and attorney's fees so incurred.

e. Promptly after Lessee has notice of any event that has occurred and is continuing which would constitute an Event of Default but for the requirement that notice be given or a time elapsed or both, Lessee shall give written notice thereof to Lessor.

16. Return of Cars. At the expiration of this Lease as set forth in any rider hereto, the renewal term as set forth in any rider hereto, or at the direction of Lessor pursuant to Section 15 of this Lease, Lessee shall forthwith deliver possession of the Cars to Lessor. Each Car returned to Lessor pursuant to this Section 16 shall (i) be in the same repair and condition as when originally delivered to Lessee, ordinary wear and tear excepted and (ii) meet the standards then in effect under the AAR (including its Interchange Rules), and any other governmental body having jurisdiction in the matter. For the purpose of delivering possession of the Cars to Lessor as above required, Lessee shall at its own cost, expense and risk:

a. Promptly upon request by Lessor, remove any markings on the Cars which indicate Lessee has any interest in the Cars and if requested by Lessor, at Lessee's cost, remark the Cars in accordance with Lessor's instructions;

b. Transport the Cars to the location designated under "Return Location" in the applicable rider provided, however, that Lessee shall not be required to transport any Car more than once pursuant to this paragraph (c).

c. Return the Car(s) as soon as practicable after restoring the Car(s) to the requisite condition, but no later than ninety (90) days after the expiration or other termination of the Lease with respect to the Car(s) to be returned. Pending such return (or Lessee's tender of return) of the Car(s), Lessee shall bear the risk of loss and expense of storage on tracks reasonably designated by Lessee; thereafter Lessor shall bear such risk of loss and expense.

The assembling, delivery, storage and transporting of the Cars as hereinbefore provided shall be at the expense and risk of Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the matter, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee so to assemble, deliver, store and transport the Cars. During any storage period, Lessee will, upon proper notice, permit, at Lessor's cost and expense, Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of the Cars or any Car, to inspect the same, provided that such inspection is conducted in accordance with normal industry practice and at such times, and in such a manner that it does not interfere with the safe operation of Lessee's business. Lessor agrees to indemnify, protect and keep harmless Lessee, its employees, agents, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, actions, costs and expenses (including reasonable attorney's fees) for personal injuries or property damage arising out of Lessor's inspection of the Cars pursuant to Section 13 or this Section 16 other than those resulting from the gross negligence or willful misconduct of Lessee.

17. Representations of Lessee. Lessee hereby represents to Lessor that: (i) Lessee is a Delaware corporation, duly organized, legally existing and in good standing under the laws of the State of Delaware, (ii) the Lease has been duly authorized by all necessary corporate action on the part of the Lessee, and (iii) assuming the due authorization, execution and delivery of the Lease by the Lessor, the Lease is a legal and valid instrument binding upon and enforceable against the Lessee in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

18. Representations of Lessor. Lessor hereby represents to Lessee that: (i) Lessor is a limited liability company duly organized, legally existing and in good standing under the laws of the State of Kansas, (ii) the Lease has been duly authorized by all necessary corporate action on the part of the Lessor, and (iii) assuming the due authorization, execution and delivery of the Lease by the Lessee, the Lease is a legal and valid instrument binding upon and enforceable against the Lessor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

19. Notices. All communications required under this Lease shall be in writing, email or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail and courier service, (b) five (5) days after the date on which it shall have been mailed by United States mail (by certified mail, postage prepaid, return receipt requested), or (c) in the case of notice by such a telecommunications device, when properly transmitted, addressed to authorized representative(s) of each party at the addresses set forth on the face of this Lease or to such other addresses as the party to whom the same is intended shall have specified in conformity with the foregoing.

20. Invalid Provisions. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

21. Miscellaneous Provisions.

a. This Lease and the applicable riders exclusively and completely state the rights of Lessor and Lessee with respect to the Cars and supersedes all other agreements, oral or written, with respect to the Cars or the leasing thereof. No variation or modification of this Lease or applicable riders and no waiver of any of their respective provisions or conditions shall be valid unless in writing and signed by duly authorized officers of Lessor and Lessee. If a conflict arises between the terms of this Lease and the terms of the applicable rider, the terms of the applicable rider shall govern.

b. This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

c. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Kansas, without regard to its conflicts of law principles; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11301 and such additional rights arising out of the filing, recording or depositing hereof and of any assignment hereof or out of the marking on the Cars as shall be conferred by the laws of the several jurisdictions in which this Lease or any assignment hereof shall be filed, recorded or deposited or in which any Car may be located.

d. Lessee may not, by operation of law or otherwise, without Lessor's prior written consent, assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest herein, or sublet any of the Cars. No assignment or sublease shall relieve Lessee of its obligations under this Lease. So long as no Event of Default or other event which, after notice or lapse of time or both, would become an Event of Default, has occurred and is continuing hereunder, Lessee may, after obtaining Lessor's prior written consent, which consent will not be unreasonable withheld, sublease the Cars; provided, however, that with respect to any sublease by Lessee of the Cars (i) the rights of any such sublessee shall be subject and subordinate to, and any such sublease shall be made expressly subject to, all of the terms, conditions and provisions of this Lease; (ii) no such sublease shall have a term which extends beyond the Term of this Lease as set forth in the applicable rider; and (iii) no such sublease shall in any way discharge or diminish any of Lessee's obligations to Lessor hereunder, including, but not limited to, the payment of Gross Rent and any other amounts required to be paid hereunder.

e. Lessor may at any time and from time to time sell, transfer or grant liens on the Cars, and assign, as collateral security or otherwise, its rights in this Lease and any rider hereto, in each case subject and subordinate to Lessee's rights hereunder and thereunder, without notice to or consent by Lessee. No such assignment shall relieve Lessor of its obligations hereunder unless Lessee is notified thereof to the contrary.

Lessee acknowledges that Lessor may at any time and from time to time, without notice to or consent by Lessee (1) grant liens on the Cars, or assign this Lease and any rider hereto to a lender (the "Lender") as collateral security or otherwise; or (2) sell the Cars and assign the Lease absolutely (and not for purposes of collateral security) to a prospective purchaser (the "Purchaser"); or (3) sell the Cars to the Purchaser and lease the Cars back from the Purchaser (this Lease then becoming a sublease). Upon the occurrence of an assignment or sale transaction described in subsections (1), (2) or (3) above, Lessee agrees to execute and deliver a Notice and Acknowledgment, in the form attached hereto as Exhibit C, confirming that the Lender/Purchaser has (and may exercise either in its own name or in the name of Lessor) all of the rights, privileges and remedies, but none of the obligations, of Lessor under the Lease; waiving for the benefit of Lender/Purchaser any defense, counterclaim, set-off, abatement, reduction or recoupment that Lessee may have against Lessor; and agreeing to make all payments of Gross Rent and other sums due under this Lease and such rider(s) to the Lender/Purchaser or as it may direct. Lessee also agrees to deliver opinions of counsel or any other documents mutually acceptable to the parties, insurance certificates and such other documents as Lessor may reasonably request for the benefit of the Lender/Purchaser in connection with the assignment of this Lease and any riders hereto. No such assignment shall relieve Lessor of its obligations hereunder unless Lessee is notified thereof to the contrary.

Lessee further acknowledges that Lessor may assign this Lease and any rider hereto to a subsidiary or affiliate of Lessor without further notice to or consent by Lessee.

f. Nothing contained herein shall give or convey to Lessee any right, title or interest in and to the Cars leased hereunder except as a Lessee thereof, and the Cars are and shall at all times be and remain the sole and exclusive property of Lessor.

g. Any cancellation, termination or assignment of this Lease by Lessor or Lessee pursuant to the terms and provisions hereof, or any schedule, supplement, rider or amendment hereto, or any termination of the Term by lapse of time, shall not release Lessor or Lessee from any then outstanding obligations and/or duties to Lessor or Lessee hereunder.

h. Lessee shall not use the Cars, or any Car, for the storage or hauling of any corrosive, hazardous, toxic or radioactive substance or materials. Provided, however, that Lessee shall be permitted to store or haul electric furnace dust.

i. Lessee hereby authorizes Lessor, and agrees that Lessor shall be entitled, to access UMLER and receive all information thereon with respect to the Cars, or the use and operation thereof, together with all other such information as may be available from the AAR, and Lessee agrees to execute such instruments or consents as may be necessary or required in order to carry out the intent of this paragraph (i).

j. The Lessee expressly submits and consents to jurisdiction and venue in any action or proceeding commenced by Lessor in any state court located within Olathe, Johnson County, Kansas and any federal court located in Kansas and waives any and all rights under the laws of any state or other jurisdiction to object to jurisdiction or venue within Johnson County, Kansas.

k. This Lease shall not be effective and does not obligate Lessor in any manner whatsoever until this Lease is (i) executed below on behalf of Lessee by its authorized representative; (ii) executed below on behalf of Lessor by its authorized representative; and (iii) accepted by Lessor by its authorized representative in Overland Park, Kansas which acceptance shall be evidenced by Lessor's second signature below, at which time this Lease shall become a binding agreement between Lessor and Lessee.

l. This Lease is deemed made in Overland Park, Kansas U.S.A.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Full Service Railcar Equipment Lease to be executed as of the day and year first above written.

LESSOR:

CB INVESTMENTS II, LLC

By: [Signature]

Name: FRANK LOEPLER

Title: MANAGER

LESSEE:

RAIL LOGISTICS, LC

By: [Signature]

Name: MICHAEL LORRICK

Title: Manager

TRIP LEASE AGREEMENT #06-1166TL

THIS TRIP LEASE AGREEMENT made this 1st day of January 2006, by and between RAIL LOGISTICS, LC, a Kansas limited liability corporation having its principal place of business at 6600 College Boulevard, Suite 310, Overland Park, Kansas 66211 ("Lessee") and CB INVESTMENTS II, LLC ("Lessor") having its principal place of business at 6600 College Boulevard, Suite 125, Overland Park, Kansas 66211.

1. **Lease of Cars.** The Lessor leases to Lessee, and the Lessee leases from Lessor, the cars described in Exhibit -A-, attached hereto and made a part hereof (the "Cars") on a trip movement basis. The trip leases commence date of arrival at loading point and end the date of release from Lessee's destination. This lease may be automatically renewed or extended upon the delivery of the cars to a destination specified by Lessee.

2. **Rental Rate:** The Lessee shall pay to the Lessor \$1,000.00 rent for the use of the Cars. Should the rent or any part thereof be at any time unpaid, the Lessee shall pay to the Lessor interest on such arrears at the rate of nine percent (9%) per annum from the date of default until the arrears shall be paid, together with all reasonable collection charges and expenses. These charges shall be in addition to all other remedies at law or in equity, which the Lessor may have against the Lessee for default in the payment of rent.

3. **Use of Cars.** The cars are provided to Lessee "as is" and subject to Lessee's visual inspection upon delivery for mechanical defects. Absent mechanical defects, cars shall be considered accepted. Loading constitutes acceptance. Failure to report in writing any mechanical defect in the car within four (4) calendar days after delivery of the car, or the loading of each such car, whichever is first, shall constitute acceptance thereof by Lessee and shall be conclusive acceptance of the fit condition thereof for the purpose of transporting the commodities then and thereafter loading therein or thereon. If a defect is found during this visual inspection, Lessee shall not load the defective car and shall notify Lessor in writing as soon as is reasonably possible so that the car can be removed from Lessee's possession, repaired and/or replaced at the expense of Lessor. If a defect is discovered after a car has been loaded, Lessee will contact Lessor for repair of the defect and if necessary, Lessee agrees to empty the car and remove any residual waste or material prior to repair of the defect.

4. **Repairs and Replacements.** The Lessee shall keep the Cars in good condition and return the Cars in a condition so that they can immediately be placed into interchange service for Lessee or any other customer.

5. **Insurance:** The Lessee will provide proof of public liability insurance for bodily injury and property damage in such amounts and with such insurance companies as shall be satisfactory to the Lessor. Said coverage shall contain general and comprehensive liability with policy limits not less than (1) \$500,000 each occurrence and \$2,000,000 in the aggregate. Lessee shall be responsible for any damage to the Cars while in its possession, and shall pay to the Lessor the value of the Cars, or any part thereof, as may be damaged or destroyed.

6. Indemnity. The Lessee assumes liability for and shall indemnify and hold harmless the Lessor, its officers, employees and agents from and against all claims, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, imposed upon, incurred by, or asserted against the Lessor in any way relating to or arising out of this lease or of the use of the Cars.

7. Inspection. Lessor's agents may, at any time, enter the Lessee's premises for the purpose of inspecting the Cars and the manner in which it is being used.

8. Return. The Lessee shall return the Cars to the Lessor in as good condition as when received.

9. Termination. This lease shall terminate December 31, 2006, unless otherwise extended, modified or renewed in writing by either party. The Lessor may terminate this lease immediately, without notice or demand, if any of the following events shall occur: default in the payment of rent; a breach of any other term of this lease to be performed or observed by the Lessee; if during the term of this lease bankruptcy or insolvency proceedings are commenced by or against the Lessee; if a receiver is appointed for the Lessee's business; or if the Lessee discontinues business at the office address set forth above. Upon termination, subject to mutual agreement between the parties hereto, the Lessee shall be responsible for return of the Cars to Lessor at Lessee's expense. If upon termination the Lessee fails or refuses forthwith to deliver the Cars to the Lessor, the Lessor may enter the Lessee's premises, or any other premises where the Cars may be found, forcibly if necessary, and take possession of and remove the Cars without legal process. The Lessee releases any claim or right of action for trespass or damages caused by reason of such entry and removal; nor shall the Lessor be prejudiced from pursuing all other remedies to which it otherwise might be entitled on account of arrears of rent or breach of any other conditions of this lease.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Lessor and the Lessee relating to its subject matter.

11. Notices. All notices or other documents under this lease shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their addresses set forth above.

12. Non-Waiver. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

13. Governing Law. This Agreement and the Riders attached hereto shall be governed by and construed in accordance with the laws of the State of Kansas, and venue for all purposes herein shall be in the District Court of Johnson, County, 10th Judicial District, Olathe, Kansas, USA.

EXHIBIT A - POOL

The Equipment – Mechanical Refrigerated Boxcars

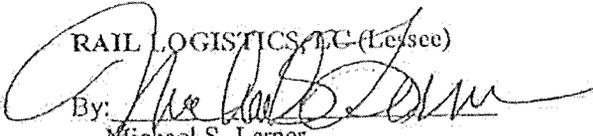
<u>Mark</u>	<u>Initial</u>
NRDX	95100
NRDX	95101
NRDX	95102
NRDX	95103
NRDX	95104
NRDX	95105
NRDX	95106
NRDX	95107 eff. 2/1/06
NRDX	95108 eff. 2/1/06
NRDX	95109 eff. 2/1/06
NRDX	95110
NRDX	95111 eff. 2/1/06
NRDX	95112
NRDX	95113
NRDX	95114
NRDX	95115
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NRDX	95124
NRDX	95125
NRDX	95126
NRDX	95127
NRDX	95128
NRDX	95129
NRDX	95130
NRDX	95131

14. **Counterparts.** This lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. **Binding Effect.** The provisions of this agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective legal representatives, successors, and assigns.

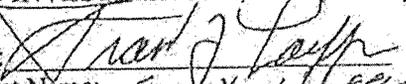
IN WITNESS WHEREOF the parties have executed this agreement on the date and year first written above.

RAIL LOGISTICS, LLC (Lessee)

By: 

Michael S. Lerner
Managing Member

CB INVESTMENTS II, LLC (Lessor)

By: 

Print Name: FRANK L. LERNER

Title: MANAGING

RIDER 1 TO FULL SERVICE RAILCAR EQUIPMENT LEASE #05-1166F (THE "LEASE")
BETWEEN
CB INVESTMENTS II, LLC AND
RAIL LOGISTICS, LC

DATED November 1, 2005

DATE OF RIDER:	November 1, 2005
NUMBER OF CARS AND CAR TYPE:	4 Mechanical Refrigerated Boxcars
CAR MARKS AND NUMBERS:	See Attachment 1
LEASE COMMENCEMENT DATE:	Date of Forwarding or November 1, 2005, whichever is later.
ACCEPTANCE OF CARS:	If Lessee has not notified Lessor of any defect in any Car within five (5) calendar days of the date of the car was delivered by Lessor, or if Lessee loads any Car prior to delivering a Lessee's certificate of acceptance with respect thereto, on the earlier of the date such Car is used by Lessee or five (5) calendar days after delivery of the Car, such Car or Cars shall be conclusively deemed to be accepted by Lessee and to conform in all respects with the standards of condition and repair set forth in this Lease.
LEASE TERMINATION DATE:	The later of (i) Three (3) months from lease commencement date and (ii) compliance by Lessee with all of the terms of the Lease with respect to any Car provided. The Lease may be extended for a two year period on the mutual agreement of the parties.
PAYMENT TERMS:	\$1400.00 (\$U.S.) per-Car-per-month. Terms, due 1 st of month, by check, electronic draft or wire transfer. All freight, switching and handling charges incurred by the Cars are for Lessee's account.
PAYMENT INSTRUCTIONS:	By check, electronic draft or wire transfer to: CB Investments II, LLC 6600 College Blvd., Suite 125 Overland Park, KS 66211

CASUALTY VALUES: \$75,000 per Railcar

PERMISSIBLE COMMODITIES/SERVICE: Frozen or Refrigerated Commodities

WEIGHT LIMITATIONS: Lessee shall not exceed the weight limitations prescribed for operation of railcars in unrestricted interchange service set forth under AAR Interchange Rule 91 without Lessor's prior written consent.

DELIVERY LOCATION: Lessee's choice

RETURN LOCATION: By Mutual Agreement between the parties

ADDITIONAL LESSOR SERVICES: Lessor shall be responsible for payment of maintenance and repair services to the Refrigeration Units and repair services to the Cars which are associated with: Angle Cocks, Air Hose, Train Line, , Sill Steps, Brake Shoes, Brake Shoe Keys, Brake Shoe Keys, Brake Connecting Pin, Brake Head Wear Plates, Air Brakes, Hand Brakes, Brake Beams and Levers, Truck Springs, Wheel Assemblies, Yokes, Knuckles/Pins, Slack Adjuster, Couplers, Draft Gears, Coupler Carriers, Center Plate Repair but Not Replacement of Center Plate, Cotter Keys, Roller Bearing Adapters, running repairs (routine maintenance or repairs due to normal wear and tear) and which are required by the Interchange Rules of the Association of American Railroads ("AAR") for the Cars to be used in interchange service (the "Running Repairs").

Lessor shall not be responsible for payment of fuel costs, or any other modifications, maintenance or repair services relating to the Cars, including without limitation any maintenance and repairs to the Car body, doors and safety appliances of the Cars caused by or resulting from Lessee or carrier abuse or otherwise, all of which shall be for Lessee's account. All materials installed on any Car as part of any Running Repairs hereunder shall become the property of Lessor upon installation thereof. All

costs and expenses to move the Cars in connection with the performance of any Running Repairs hereunder are for the account of Lessee.

Reporting and Invoices. (a) On a monthly basis, Lessee shall submit to Lessor any invoices incurred by Lessee in connection with any Running Repairs performed on each Car and Lessor hereby agrees to remit payment for such invoices, unless Lessor disputes the amount stated in any such invoice in which case Lessor shall pay all amounts not in dispute and provide to Lessee notice of its disagreement setting forth in reasonable detail the nature of such disagreement, and Lessor and Lessee agree to work together to resolve such dispute. Notwithstanding anything herein or in the Lease to the contrary, the amount that Lessor will pay or reimburse Lessee for the cost of any Running Repairs for which Lessor has responsibility shall not be in excess of the lower of the actual cost thereof and the amount allowable under the applicable rates approved by the AAR then in effect for such Running Repairs.

(b) If Lessee receives notice, or becomes aware, that the Running Repairs to any Car for which Lessor is responsible will equal or exceed \$500.00, prior to such repairs being made Lessee shall notify Lessor of the Car to be repaired, the nature and the extent of the repairs and the estimated cost therefor. Following receipt of such notice, Lessor shall, at its sole option, within three business days of its receipt of Lessee's notice, instruct Lessee (i) to make or cause to be made the repairs in which case Lessor will be responsible for the payment of such repairs pursuant to this Agreement, (ii) that Lessor will substitute a car of like kind, age and condition for such Car, and such substituted Car shall become subject to the Lease and this Rider upon acceptance thereof by Lessee, or (iii) to remove the Car from the Lease and to return such Car to Lessor pursuant to the return provisions in the Lease and this Rider. If Lessor does not provide such notice to Lessee within said three day period, Lessee may assume that it is authorized to make the repairs pursuant to clause (i) above.

EFFECTIVENESS:

This Rider shall not be effective and does not obligate Lessor in any manner whatsoever until this Rider is (i) executed below on behalf of Lessee by its authorized representative, (ii) executed below on behalf of Lessor by its authorized representative, and (iii) accepted by Lessor by its authorized representative; in Overland Park, Kansas, which acceptance shall be evidenced by Lessor's second signature below, at which time this Rider shall become a binding agreement between Lessor and Lessee.

Agreed as of this 1 day of November, 2005, by and between CB INVESTMENTS II, LLC and RAIL LOGISTICS, LC.

CB INVESTMENTS II, LLC
By: [Signature]

Its: Manager

RAIL LOGISTICS, LC
By: [Signature]
Michael S. Lerner, Managing Member

ATTACHMENT 1

TO RIDER 1 OF TO RAILCAR EQUIPMENT LEASE #1166ML (THE "LEASE")

BETWEEN CB INVESTMENTS II, LLC AND RAIL LOGISTICS, LC

DATED November 1, 2005

The Equipment

<u>Description</u>	<u># of Cars</u>	<u>Mark / Initial</u>
Refrigerated Boxcars	4	NRDX 095107 NRDX 095108 NRDX 095109 NRDX 095111

RIDER 2 TO FULL SERVICE RAILCAR EQUIPMENT LEASE #05-1166F (THE "LEASE")
BETWEEN
CB INVESTMENTS II, LLC AND
RAIL LOGISTICS, LC

DATED August 1ST, 2006

DATE OF RIDER:	August 1, 2006
NUMBER OF CARS AND CAR TYPE:	25 Mechanical Refrigerated Boxcars
CAR MARKS AND NUMBERS:	See Attachment 1
LEASE COMMENCEMENT DATE:	Date of Forwarding or August 11, 2006, whichever is later.
ACCEPTANCE OF CARS:	If Lessee has not notified Lessor of any defect in any Car within five (5) calendar days of the date of the car was delivered by Lessor, or if Lessee loads any Car prior to delivering a Lessee's certificate of acceptance with respect thereto, on the earlier of the date such Car is used by Lessee or five (5) calendar days after delivery of the Car, such Car or Cars shall be conclusively deemed to be accepted by Lessee and to conform in all respects with the standards of condition and repair set forth in this Lease.
LEASE TERMINATION DATE:	The later of (i) Thirty-six (36) months from lease commencement date and (ii) compliance by Lessee with all of the terms of the Lease with respect to any Car provided. The Lease may be extended for a two year period on the mutual agreement of the parties.
PAYMENT TERMS:	\$1000.00 (\$U.S.) per-Car-per-month. Terms, due 1 st of month, by check, electronic draft or wire transfer. All freight, switching and handling charges incurred by the Cars are for Lessee's account.
PAYMENT INSTRUCTIONS:	By check, electronic draft or wire transfer to: CB Investments II, LLC 6600 College Blvd., Suite 125 Overland Park, KS 66211

CASUALTY VALUES: \$75,000 per Railcar

PERMISSIBLE COMMODITIES/SERVICE: Frozen or Refrigerated Commodities

WEIGHT LIMITATIONS: Lessee shall not exceed the weight limitations prescribed for operation of railcars in unrestricted interchange service set forth under AAR Interchange Rule 91 without Lessor's prior written consent.

DELIVERY LOCATION: Lessee's choice

RETURN LOCATION: By Mutual Agreement between the parties

ADDITIONAL LESSOR SERVICES: Lessor shall be responsible for payment of maintenance and repair services to the Refrigeration Units and repair services to the Cars which are associated with: Angle Cocks, Air Hose, Train Line, , Sill Steps, Brake Shoes, Brake Shoe Keys, Brake Shoe Keys, Brake Connecting Pin, Brake Head Wear Plates, Air Brakes, Hand Brakes, Brake Beams and Levers, Truck Springs, Wheel Assemblies, Yokes, Knuckles/Pins, Slack Adjuster, Couplers, Draft Gears, Coupler Carriers, Center Plate Repair but Not Replacement of Center Plate, Cotter Keys, Roller Bearing Adapters, running repairs (routine maintenance or repairs due to normal wear and tear) and which are required by the Interchange Rules of the Association of American Railroads ("AAR") for the Cars to be used in interchange service (the "Running Repairs").

Lessor shall not be responsible for payment of fuel costs, or any other modifications, maintenance or repair services relating to the Cars, including without limitation any maintenance and repairs to the Car body, doors and safety appliances of the Cars caused by or resulting from Lessee or carrier abuse or otherwise, all of which shall be for Lessee's account. All materials installed on any Car as part of any Running Repairs hereunder shall become the property of Lessor upon installation thereof. All

costs and expenses to move the Cars in connection with the performance of any Running Repairs hereunder are for the account of Lessee.

Reporting and Invoices. (a) On a monthly basis, Lessee shall submit to Lessor any invoices incurred by Lessee in connection with any Running Repairs performed on each Car and Lessor hereby agrees to remit payment for such invoices, unless Lessor disputes the amount stated in any such invoice in which case Lessor shall pay all amounts not in dispute and provide to Lessee notice of its disagreement setting forth in reasonable detail the nature of such disagreement, and Lessor and Lessee agree to work together to resolve such dispute. Notwithstanding anything herein or in the Lease to the contrary, the amount that Lessor will pay or reimburse Lessee for the cost of any Running Repairs for which Lessor has responsibility shall not be in excess of the lower of the actual cost thereof and the amount allowable under the applicable rates approved by the AAR then in effect for such Running Repairs.

(b) If Lessee receives notice, or becomes aware, that the Running Repairs to any Car for which Lessor is responsible will equal or exceed \$500.00, prior to such repairs being made Lessee shall notify Lessor of the Car to be repaired, the nature and the extent of the repairs and the estimated cost therefor. Following receipt of such notice, Lessor shall, at its sole option, within three business days of its receipt of Lessee's notice, instruct Lessee (i) to make or cause to be made the repairs in which case Lessor will be responsible for the payment of such repairs pursuant to this Agreement, (ii) that Lessor will substitute a car of like kind, age and condition for such Car, and such substituted Car shall become subject to the Lease and this Rider upon acceptance thereof by Lessee, or (iii) to remove the Car from the Lease and to return such Car to Lessor pursuant to the return provisions in the Lease and this Rider. If Lessor does not provide such notice to Lessee within said three day period, Lessee may assume that it is authorized to make the repairs pursuant to clause (i) above.

EFFECTIVENESS:

This Rider shall not be effective and does not obligate Lessor in any manner whatsoever until this Rider is (i) executed below on behalf of Lessee by its authorized representative, (ii) executed below on behalf of Lessor by its authorized representative, and (iii) accepted by Lessor by its authorized representative; in Overland Park, Kansas, which acceptance shall be evidenced by Lessor's second signature below, at which time this Rider shall become a binding agreement between Lessor and Lessee.

Agreed as of this 18 day of August, 2006, by and between CB INVESTMENTS II, LLC and RAIL LOGISTICS, LC.

CB INVESTMENTS II, LLC
By: [Signature]

Its: MANAGER

RAIL LOGISTICS, LC
By: [Signature]
Michael S. Lerner, Managing Member

ATTACHMENT 1

TO RIDER 2 OF TO RAILCAR EQUIPMENT LEASE #1166ML (THE "LEASE")

BETWEEN CB INVESTMENTS II, LLC AND RAIL LOGISTICS, LC

DATED August 1ST, 2006

The Equipment

<u>Description</u>	<u># of Cars</u>	<u>Mark / Initial</u>
Refrigerated Boxcars	25	NRDX 095102 NRDX 095103 NRDX 095104 NRDX 095105 NRDX 095106 NRDX 095107 NRDX 095108 NRDX 095109 NRDX 095110 NRDX 095111 NRDX 095112 NRDX 095114 NRDX 095115 NRDX 095116 NRDX 095117 NRDX 095118 NRDX 095119 NRDX 095121 NRDX 095123 NRDX 095124 NRDX 095125 NRDX 095126 NRDX 095127 NRDX 095128 NRDX 095130